

NOVA PROPERTY MANAGEMENT

8340 Rainy Place ♦ Anchorage, AK. 99518

(907) 522-1332 ♦ Fax (907) 344-2816

HOUSES

The undersigned, _____ (hereinafter called the Tenant) agrees this 27 day of May, 2015, to rent from **NOVA PROPERTY MANAGEMENT** licensee for the property owner, **MANAGEMENT**, the premises located at 6907 Briar Loop. Beginning the 1 day of June, 2015 for a 1 year minimum lease, then on a month to month basis and upon the terms and conditions following:

1. RENT: The Tenant shall pay rent in the amount of \$ 1500 per month for the above house, each month in advance, to the manager of this building. Rent is due on the first day of the month.

2. LATE CHARGE: The Tenant understands that if the full amount of the rent is not received by the fifth (5th) of the month, there will be a fifty dollar (\$50.00) late charge in addition to the full amount of the rent. There will also be an additional five (\$5.00) per day late fee for every day late beyond that, up to the usury law. The minimum charge for an NSF check will be \$25.00. You could be liable for three times the amount of the check or \$1,000.00-whichever is greater--in addition to the face value of the check, service fees, court costs, and attorney's fees. Bad check writers also face criminal penalties (Alaska Statutes, Title 09, Chapter 65, Section 115).

3. SECURITY DEPOSIT & CLEANING: The Tenant will deposit the sum of \$ 1500 for security and \$ 0 for pets. A charge will be retained for shampooing the carpets. To avoid this withhold, tenant may elect to contract with a LICENSED/BONDED carpet cleaning firm for this work and present a paid receipt at time of check-out. All or a portion of the remaining deposit may be retained by the Landlord and refund of any portion of such deposit is conditioned as follows:

- A. Tenant shall fully perform obligations hereunder, and those of applicable government authority.
- B. Tenant shall clean and restore premises and return same to the Landlord in its original condition, except for normal wear and tear, upon termination of this tenancy. (See Page 3).
- C. Tenant shall have remedied and repaired any damage to the premises as supported by detailed check-in/check-out inspection form to become a part of this agreement.
- D. Tenant shall surrender to the Landlord the keys to the premises, keys to mailbox and automatic garage door opener controls if provided.
- E. Tenant shall be current on all rents owing.

Initial T 4. UTILITIES: Tenant shall apply for and make appropriate deposits for the following utilities prior to occupancy: gas, elec, Trash, water & Sewer. If the aforementioned utilities are not transferred to Tenants name there will be a twenty-five dollar (\$25.00) charge per occurrence until changed. This also includes utilities that revert back to Nova Property Management due to Tenant(s) not keeping said utilities up to date. If said utility invoices come to Nova, any monies received will first be applied to utilities and late fees with remaining balance going toward rent balance.

5. SUBLETTING: Tenant shall not sublet or assign the premises without the written, prior permission of the Owner or Landlord.

6. PURPOSE: The premises shall not be used for any purpose other than as a residence for more than 3 person(s). You must notify management of any guests staying over two weeks.

Initial T 7. NOTICE TO VACATE: Tenant understands that to terminate tenancy, written notice must be given to the Landlord thirty (30) days prior to the next rental due date. Landlord shall give the Tenant thirty (30) days written notice of his intention to terminate for other than cause.

8. ALTERATIONS: Tenant shall not paint or make alterations to the premises without the written consent of the Landlord. Any alterations made by the Tenant shall remain upon and be surrendered at termination of this lease.

9. ACCESS: Landlord reserves the right of access, at reasonable times, for the purpose of inspections, repairs, or renovations, to supply services or to exhibit the premises to prospective purchasers, tenants, mortgagees, workmen, or contractors.

10. LIABILITY: Landlord shall not be liable for any damages to Tenant's personal property of Tenant's agent, employees, guests, or invitees except as provided by law and Tenant agrees to indemnify and to save Landlord harmless from all claims and costs property arising under the law. Tenant should maintain fire, damage and theft insurance for his/her property.

11. **TENANT INSURANCE:** Tenant agrees to purchase insurance, at their own expense, sufficient to protect themselves and their property from fire, theft, burglary, breakage, electrical connectors, water damage, etc... They acknowledge that if they fail to procure such insurance, it is their responsibility and they alone shall bear the consequences.

12. **TENANT OBLIGATIONS:** Tenant shall keep premises he occupies in a safe and clean condition; properly use appliances and other equipment and not intentionally or negligently destroy, deface, damage, or remove any part of the premises, its appurtenances, facilities, equipment, appliances, furniture or fixtures, and to not permit any other family member, invitee, or other person acting under his control to do so.

13. **HOUSE RULES, REGULATIONS AND CHARGES:** Tenant will comply with the following apartment regulations. Such rules and regulations may be amended upon thirty (30) days written notice to Tenant.

- A. NO animals or pets (except fish and small birds) shall be kept or harbored in or about the premises without the written permission of the Owner or Landlord. No animals or pets are allowed outside the rental unless on a leash. Birds are to remain caged at all times.
- B. No wires, aerials, or antennas for the radio or television, or wires or ropes for clothes drying, etc. shall be installed on the roof, decks or other parts of the building.
- C. Leaking faucets, toilets, windows, fireplaces, etc. and/or defects or potential defects in the apartment or appliances not in good working order shall be reported promptly to the Landlord. Any additional expense incurred due to tenant not reporting properly will be charged back against the tenant.
- D. Exterior windowsills and ledges shall not be used for storage of bottles, food, etc.
- E. Dust mops, rags, rugs, table clothes and clothing shall not be cleaned or left in any public area, or on any window, or deck.
- F. Tenant, family and guests shall have due regard for the peace, comfort and enjoyment of the residents in the neighborhood. Musical instruments, televisions, stereos, record players, etc. shall be played only during reasonable hours, normally between 8:00 a.m. and 10:00 p.m. and at reasonable volume.
- G. No venetian blinds, awnings, draw shades or non-conforming curtains or drapes shall be installed on the exterior windows without written permission of the Landlord.
- H. No nails, screws, tacks, etc. shall be used without written consent of the Landlord.
- I. No painting, staining, or papering shall be done without the written consent of the Landlord.
- J. Toilets, sinks and wash basins are to be used only for the purpose for which they are intended and no dust, rubbish, coffee grounds, etc. are to put in same. Tenant agrees to use due precaution against freezing of water and waste pipes, or garbage disposal and stoppage of same in and about the premises. In case water or waste pipes are frozen or drains, waste pipes or disposal are frozen or become clogged by reason of neglect of Tenant, the Tenant shall repair the same at his own expense as well as all damage caused thereby; to replace in a neat and workmanlike manner, all glass and doors broken during occupancy thereof.
- K. Tenants are not permitted access to the roof except in the case of an emergency.
- L. The laundry and its facilities shall be used only for washing and drying of the usual personal and household articles. No cleaning with flammable materials or drying of clothes in the washing machine will be permitted. No heavy items to be put in washer or dryer without written permission.
- M. Landscape – the residents, their children, or guests shall not alter, disturb, or interfere in any way with the ground treatment without the consent of the management. The residents are to keep the lawns and shrubs cut, and walks, driveways, etc. in a neat appearance at all times. Failure to do so could result in charges to resident. Repeated violations could result in eviction.
- N. The tenant shall notify the management of any anticipated extended absences from the premises in excess of seven (7) days.
- O. Chargeable Items:
 - 1. Unlocking door (lost, stolen or forgotten keys)
 - 2. Non-sufficient funds checks
 - 3. Late rent charge...\$50.00 after 5th, \$5.00 per day thereafter
 - 4. Replacing lost or stolen keys
 - 5. Replacing mailbox key
 - 6. Re-key lock
 - 7. Any association fee from the condo/HOA due to tenant breaking association house rules

P. Parking: No automobiles, trailers, boats, motorcycles, campers, or other motorized vehicles shall be stored or repaired on the premises without permission of management. All inoperative motorized vehicles will be removed from the premises at the resident's expense upon a 24-hour notice given to resident. This also pertains to any motorized vehicles that appear abandoned or have expired tags.

Q. Modifications, changes or exceptions:

NO Smoking

CLEANING INSTRUCTIONS UPON VACATING

As a condition of receiving a refund or your security deposit, or any portion thereof, an inspection will be made of the vacated unit to verify that the cleaning and restoration of the house has been accomplished. It is expected that the unit be vacated in the same condition, as it was when you moved in (except for normal wear and tear).

Some of the items are listed here for your guidance:

1. All cabinets wiped down inside and out.
2. All floors vacuumed and cleaned.
3. Plumbing fixtures cleaned.
4. All drawers wiped and cleaned.
5. Windows washed.
6. Appliances cleaned inside and out as well as behind and under.
7. Tub, tub enclosure and toilet cleaned and all mold and mildew removed from the same.
8. Walls washed and cleaned.
9. Light fixtures cleaned inside and out.
10. All woodwork, closets, and heat registers dusted and cleaned of marks.
11. Damaged items repaired or replaced.
12. Shampooing the carpets

Deposit will be refunded following inspection and repair or cleaning if necessary. Normally this is accomplished within 48 hours if the unit is properly cleaned by the vacating tenant. In no case will it be longer than 14 days if no damage or 30 days if costs are being deducted for damages according to AS 34.03.120.

IN WITNESS WHEREOF, the Tenant hereunto sets his hand and seal the day and year first written above:

X

Tenant

Property Manager

Tenant

LEASE: The rental of the premises is with a 12 month minimum rental period. If tenant moves out before the full term of this agreement, tenant will be responsible for damage including but not limited to advertising costs, cleaning costs, utility transfer fees and rental payments until the premises are re-rented. In addition, Tenant agrees to compensate a re-leasing fee equivalent to one-half of one month's rent. Furthermore, agent reserves the right to pursue all remedies available by law, notwithstanding this provision.

X

Tenant

Property Manager

Tenant

THE FOLLOWING MILITARY CLAUSE (DOES) (DOES NOT X) APPLY!

If lessee is transferred PCS, reassigned PCS, this lease may be terminated if a copy of the orders are provided. This lessee must provide the lessor notice of his intention to terminate the lease in writing at least 30 days prior to the rental due date (i.e. rent due 1st of each month, Tenant wants to terminate rental agreement July 1, written termination notice must be submitted to lessor no later than June 1st.)

Alaska Real Estate Commission Consumer Pamphlet

About This Pamphlet:

In Alaska, a Real Estate Licensee is required by law to provide this pamphlet outlining the duties of a real estate licensee. After you have read the information contained in this pamphlet, please acknowledge receipt by signing below and return it to the real estate licensee who provided it to you. Your cooperation is appreciated.

There are four different types of relationships established by Alaska Real Estate Law:

- Specific Assistance – Licensee owes “Duties Owed by a Licensee when Representing a Party” as described in this pamphlet.
 - Representation – Licensee owes “ Duties Owed by a Licensee when Representing a Party” as described in this pamphlet.
 - Designated Licensee – This occurs when a Licensee represents or provides specific assistance to a party to a transaction and another Licensee within the same company represents or provides specific assistance to the other party in the same transaction.
 - Neutral Licensee – This occurs when a Licensee does not represent either party but provides specific assistance to both parties in the same transaction. The parties must authorize the Neutral Licensee relationship by signing the “Waiver of Right to be Represented” form.

Duties Owed by a Licensee in all Relationships:

- Exercise reasonable skill and care;
- Deal honestly and fairly;
- Present all written communications in a timely manner;
- Disclose all material information regarding the physical condition of a property;
- Account for all money and property received.

Duties Owed by a Licensee When Representing a Party:

- Duties owed by Licensee in all relationships listed above;
- Not knowingly do anything that is adverse or detrimental to your interests;
- Disclose all conflicts of interests to you in a timely manner;
- If a matter is outside their area of expertise, advise you to seek expert advice;
- Not disclose confidential information, even after the relationship ends, from or about you without written permission, except under a subpoena or court order;
- Make a good faith and continuous effort to accomplish your real estate goals. However, once you have entered into a specific real estate transaction agreement, their efforts refocus on its successful completion.

Your Real Estate Licensee may also work with a variety of other clients (they represent) and customer (they provide specific assistance to) in different working relationships. In those situations, representing or providing specific assistance to other sellers, buyers, lessors, and lessees does not create a conflict of interest while working with you, or within the duties mentioned above.

Occasionally, as a Seller or Lessor, a situation may arise that your Real Estate Licensee also is representing another client (Buyer or Lessee) who then becomes interested in your property – or vice versa.

Prior to showing the property, the Real Estate Licensee must obtain a written approval to be a Neutral Licensee for both parties. A Licensee may not show property as a neutral licensee without obtaining your written consent entitled “Waiver of Right to Be Represented” and it will restate the duties outlined above and additional ones owed by your Real Estate Licensee. Alaska real estate law allows, but does not require, you to Preauthorize a licensee to be a “Neutral Licensee.” Having a different designated Licensee working for a seller or lessor and for the buyer or lessee in the same real estate transaction does not create dual agency or a conflict of interest for real estate broker or for a Licensee employed by the same real estate broker.

Duties NOT owed by a Real Estate Licensee:

- To conduct an independent investigation of a property
- To conduct an independent investigation of anyone’s finances
- To independently verify the reliability of the accuracy or completeness made by a party to a real estate transaction
- To show or search for properties without compensation.

THIS DISCLOSURE PAMPHLET IS NOT A CONTRACT.

The Licensee anticipates compensation to be paid by _____ buyer/lessee, X seller/lessor, or _____ both to the real estate brokers in the real estate transaction.

I understand and acknowledge receiving and reading this pamphlet on the type of relationships I may have with the real estate Licensee (including the broker).

I understand and acknowledge that _____ (Licensee) of Nova Property Management (company) will be working with me under the following relationships:

- _____ Specific Assistance without Representation
- X **Representing the Seller/Lessor only (may assist Buyer/Lessee)**
- _____ Representing the Buyer/Lessee only (may assist Seller/Lessor)
- _____ Under preauthorized Neutral Licensee (attached “Waiver of Right to Be Represented”)

Date: _____ Time: _____ X _____
Buyer/Lessee-Tenant

Date: _____ Time: _____ _____
Seller/Lessor-Property Owner

Date: _____ Time: _____ _____
Real Estate Licensee

Date: _____ Time: _____ Nova Property Management
Real Estate Company

Lease Addendum for Drug Free Housing

In consideration of the execution of a lease of the dwelling unit identified in lease, Owner and Resident agree as follows:

1. Resident, any member of resident's household or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near the premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, or use a controlled substance as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802).
2. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near property premises.
3. Resident or any member of the resident's household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near property premises.
5. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Proof of violation shall not require criminal conviction.
6. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
7. This Lease Addendum is incorporated into the lease executed this day between Owner (or Owner's Agent) and Resident.

X _____ 5/27/15
Resident Date

X _____
Resident Date

Resident Date

Resident Date

Licensee Relationships

Tenant acknowledges that the relationship with Nova Property Management is specific assistance level. By signing below, the tenant is stating they are aware Nova is representing the Lessor/Property Owner.

X _____ 5/27/15 X _____ 5/27/15
Property Manager Date Resident Date

Transferee (Lessee) Awareness Notice

Under AS 34.70.050: Transferee (Lessee) is independently responsible for determining whether a person who has been convicted of a sex offense resides in the vicinity of the property that is the subject of the transferee's (Lessee's) potential real estate transaction. This information is available at the following locations: Alaska State Trooper Posts, Municipal Police Departments, and on the State of Alaska, Department of Public Safety Internet site: www.dps.state.ak.us.

X _____ 5/27/15
Resident Date

Disclosure of Information
Regarding lead-based paint and/or lead based paint hazards
For Pre-1978 housing rental and leases

Housing built before 1978* may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead based paint and/or lead based paint hazard in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

*EPA and HUD consider 'housing built before 1978' to mean housing for which a construction permit was obtained (or if no permit was obtained, housing in which construction was started) before January 1, 1978.

Lessor's Disclosure (initial)

- W (A) ☐ Presence of lead-based and/or lead based paint hazards known:
Explain: _____
- J (B) ☒ Lessor has no knowledge of lead-based paint and/or lead-based hazards in the housing.
- J (B) ☐ Lessor has provided the lessee with all available records and reports pertaining to lead lead-based paint and/or lead-based hazards in the housing.
List documents _____
- J ☒ Lessor has no reports or records pertaining to lead-based paint and /or lead-based hazards in the housing.

Lessee's Acknowledgement (initial)

- (C) Lessee has received copies of all information listed above.
- (D) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Certification of Accuracy

The following parties have reviewed the information above certify , to the best of their knowledge, that the information they have provided is true and accurate.

[Signature] 5/27/15
Lessor/Landlord Date

X 5/27/15
Lessee Date

Lessee Date